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TRUST DEED,

FROM

EDWARD C. DELAVAN,

TO

UNION COLLEGE,

SCHENECTADY, N. Y.

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An Indenture, made the 27th day of July, one thousand eight hundred and fifty-eight, between Edward C. Delavan, of the town of Ballston, in the county of Saratoga, of the first part, and the College Corporation usually called "Union College," incorporated by the Regents of the University of the State of New-York, by the name of "The Trustees of Union College in the town of Schenectady in the State of New-York," of the second part:

Whereas the party of the first part has recently purchased of Charles M. Wheatley, for the price or consideration of ten thousand dollars, a valuable and very extensive Cabinet or collection of Minerals, Shells, &c., containing a great number of duplicates, triplicates, &c., which are also of great value; and whereas the said Edward C. Delavan purchased the said Cabinet or collection of Minerals, Shells, &c., with the intention of making a donation thereof to the said College, for the use and benefit of the officers, faculty, professors, teachers and students and undergraduates who should be connected with the said College from time to time while they were respectively connected with the same, upon such terms and conditions, and subject to such right of visitation as he the said Edward C. Delavan might think pro-

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per to prescribe in the Deed of Trust to the College corporation, by which he should make the said Donation :

Now Therefore, This Indenture witnesseth, that the said Edward C. Delavan, the said party of the first part, in consideration of his good will to the said College corporation, and of his desire to promote the cause of education, and to aid in the diffusion of useful knowledge, and of one dollar to him in hand paid by the said College corporation, the said party of the second part, does hereby grant and convey the said Cabinet or collection to the said party of the second part, the Trustees of the said College and their successors, so long as the said corporation shall exist as a literary or scientific institution by the same name, or by any other corporate name, upon the following trusts, and subject to the regulations, conditions, restrictions, and rights of visitation and direction by the Board of Visitors, as to the manner of performing the Trust, which are hereinafter mentioned or provided for, to wit :

First. The said cabinet of minerals, shells, &c., shall hereafter be called and known, in the proceedings and acts of the Trustees of the said College corporation, and of the Board of Visitors herein provided for in relation to the said minerals, shells, &c., as the "Wheatley Cabinets."

Second. The said party of the second part, at the expense of the College corporation, shall provide and keep all necessary books for the registering the various specimens which shall belong to the said "Wheatley Cabinets" from time to time, and the duplicates and triplicates, &c., and of the sales and exchanges made of such duplicates, &c., and of the new specimens received in exchange for duplicates and triplicates, or purchased with the proceeds of such sales ; and the said party of the second part shall in like manner provide, renew, and keep in repair, in some proper and convenient rooms or department of the College buildings, suitable and proper cases for the purpose of putting up, exhibiting, and safely securing from injury or loss, of at least one set or article of each of the various specimens, now embraced in the said "Wheatley Cabinets," or which shall hereafter be added

thereto by exchange or purchase; which cases shall at all times be furnished by the said party of the second part, with suitable locks and keys, or other proper fastenings, to secure such specimens from pillage or loss.

Third. The said party of the second part shall in like manner provide suitable cases and securely keep in some of the College buildings all the duplicate and triplicate, &c., specimens from loss, and so as to furnish ready access to such specimens, for the purpose of exchange or sale; and with suitable locks and keys or other proper fastenings to such cases, so as to protect such duplicates, triplicates, &c., from pillage or loss.

Fourth. None of the specimens belonging to the said "Wheatley Cabinets" shall at any time be sold or given away; but where there are duplicate or triplicate specimens, such duplicate and triplicate &c., specimens may be sold or exchanged for the purpose of increasing the variety of specimens in the Cabinets, by such officer or agent of the college corporation as may be designated for that purpose from time to time by the President or senior Trustee of the College corporation, with the concurrence of the Board of Visitors hereafter provided for, or the concurrence of the senior member of the said Board of Visitors. Monies received for duplicates and triplicates, &c., sold, shall not be used for any other purpose than that of increasing the varieties of specimens in the said Wheatley Cabinets, and shall be applied to that object as soon as practicable from time to time by the officer or agent designated as aforesaid to make sales and exchanges of duplicates, triplicates, &c.

Fifth. The immediate care and superintendence of the said Wheatley Cabinets and of the rooms in which the same shall be deposited from time to time, and the custody of the keys of the cases and of such rooms shall be given to such officer or agent of the College corporation as shall be designated for the purpose from time to time by the President or senior Trustee of the College corporation, with the concurrence of the Board of Visitors hereafter provided for, or of the

senior member of the said Board of Visitors, in the order of their appointments respectively.

Sixth. The said Edward C. Delavan, the party of the first part in this Indenture, the Hon. Alonzo C. Paige and the Rev. Jonathan Trumbull Backus, D. D., of the city of Schenectady, Albion Ransom, of the city of Albany, son-in-law of the said Edward C. Delavan, John Savage Delavan, the eldest son of the said Edward C. Delavan, and William Marvin Delavan (when he arrives at the age of eighteen years), the second son of the said Edward C. Delavan, and the survivors or survivor of them and their successors, shall be from time to time, and at all times a Board of Visitors in relation to the said "Wheatley Cabinets" and this Trust; and whenever the number of the said Board of Visitors, living and competent to act, shall be reduced below the number of four, the surviving Trustees who are competent to act shall from time to time appoint so many other Visitors as may be necessary to make up the number of four, so that the number of Visitors competent to act shall at all times be kept up to the number of four as far as practicable.

Seventh. The annual meetings of the said Board of Visitors shall be at the College on the days which may be fixed upon by the College corporation for the annual meetings of the Trustees of such College corporation, immediately preceding its annual commencement from time to time; and such Board of Visitors may hold such other periodical or special meetings as the said Board or as the senior Visitor, in the order of their appointment, shall from time to time think proper to call or direct. A majority of the Board then alive and competent to act, or any three or more of the said Visitors at any annual or periodical meeting of the said Board, and at any special meeting at which all shall have been notified to attend, shall constitute a quorum for the transaction of the business of the Board; and a majority of such quorum shall be competent to decide any question which the Board is authorized to decide, and may adjourn from time to time as they may deem proper and expedient.

Eighth. The said Board of Visitors may from time to time make such regulations as they may deem expedient in relation to the care of the specimens belonging to the said Wheatley Cabinets and the management thereof; as to the time and manner of examining such specimens and visiting the rooms where they are kept, by the officers, faculty, professors, teachers and students connected with the College, and others; as to the sales and exchanges of duplicates, triplicates, &c., and as to the said Cabinets generally. Those regulations, when sanctioned or approved of by the Trustees of the College corporation, or by its President, shall be conformed to and carried into effect by the College corporation, but subject to be altered, modified or amended from time to time by the said Board of Visitors, with such sanction or approval of the Trustees or such President of the College corporation.

Ninth. The said College corporation, at its own expense, shall from time to time, and at all times, keep the said Wheatley Cabinets fully and properly insured against loss or damage by fire; and in case of loss, the insurance monies are to be applied to the purchase of other specimens for the restoration of the said Cabinets as far as shall be practicable, by such officer or agent of the College as shall be designated or appointed for that purpose by the President or senior Trustee of the College corporation, with the concurrence of the said Board of Visitors or of the senior member thereof.

Tenth. Should the said College corporation cease to exist as an incorporated literary institution, then and in that case the said Wheatley Cabinets shall go to such other incorporated College or seminary of learning in the State of New-York as the Regents of the University of the State of New-York shall designate and appoint; to be held upon similar trusts and subject to the same rights of Visitation in every respect by the said Board of Visitors or their successors.

Eleventh. The said party of the second part agrees to accept the said donation of the said Wheatley Cabinets *in trust* upon the terms, conditions and trusts aforesaid, and to make the necessary provisions

for carrying into effect the wishes of the donor, the party of the first part, as herein specified and indicated.

In witness whereof, the party of the first part has hereunto subscribed his name and affixed his seal, and the party of the second part, the College corporation aforesaid, has caused its corporate seal to be affixed hereto by its Treasurer, duly authorized by a resolution of its Board of Trustees to execute this Indenture as the act and deed of the said College corporation: this Indenture being thus executed in duplicate the day and year in this Indenture first mentioned, one part of which is delivered to the said College corporation by the said Edward C. Delavan, and the counterpart of which is delivered to the said Edward C. Delavan by the said College corporation, the said party of the second part.

SEALED AND DELIVERED IN THE PRESENCE OF }

R. H. Walworth,

Geo. Gilbert.

EDWARD C. DELAVAN. [L. S.]

JONATHAN PEARSON, [L. S.]

Treasurer.

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